IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

ARBITRATION PETITION NO.111 OF 2007

GE Countrywide Consumer Financial
Services Limited .. Petitioner.

Versus

Kishor Tarachand Mehta .. Respondent.

Mr.Tushar Bhavsar i/b.Mohit Gadkari & Co. for petitioner.
None for respondent.

CORAM : S.C.DHARMADHIKARI, J.

DATE : 24th AUGUST, 2007.

P.C.:

1. In this matter earlier the respondent was represented by an Advocate Mr.Chirag Shah i/b.J.J.Shah and a statement was made by the Advocate that the papers and related documents have been taken away by the respondent. Thereupon, the petitioner undertook to serve the respondent afresh.

2. An affidavit proving service has been filed, wherein it is clearly stated that the packet was sent by R.P.A.D. and the packet has been duly received on 1st

August, 2007. The acknowledgement card, signed by the respondent is also produced. In such circumstances, I have no doubt in my mind that the respondent has been served with the papers. On the last occasion, the respondent was absent. Hence, the matter was adjourned today. He was informed about today's date.

3. Earlier, a statement was made that the vehicle in question is in possession of respondent and he will maintain status-quo. That statement was continuing till the Advocate obtained discharge.

4. From a perusal of the petition and the annexures thereto, more particularly, noting the fact that there is no dispute with regard to the Agreement between parties for financing the purchase of the vehicle so also the amount and the correctness of the entries therein, the Demand promissory note executed and the acknowledgement of the liability coupled with part payments, this is a fit case where interim reliefs as prayed deserve to be granted. The petitioner has made out a prima-facie case, the balance of convenience is also in favour of the petitioner, if the subject matter of the arbitral proceedings is not protected, then, grave and irreparable loss and injury would be caused to the petitioner, more so, if the ultimate Award is made in favour of the

petitioner. In such circumstances, the prayer for appointment of Court Receiver with regard to the subject vehicle deserves to be duly considered. At this stage, I am of the view that it is just and convenient to appoint Court Receiver, High Court, Bombay as Receiver of the vehicle, more particularly, described in prayer clause (a). However, the Receiver to allow the respondent initially to ply the vehicle as his agent on such terms and conditions as would be determined by the Receiver. If within the time granted by the Receiver, no steps are taken by the respondent as above, then, the Receiver to make a report to this Court in advance to the petitioner's Advocate for further directions.

5. Till the Court Receiver takes possession, there will be an ad-interim relief in terms of prayer clause (b).

6. Petition stands disposed of. Liberty to apply.

(S.C.Dharmadhikari, J.)